

Panaji, 16th May, 2024 (Vaisakha 26, 1946)

SERIES II No. 7

OFFICIAL GOVERNMENT OF GOA GAZETTE



PUBLISHED BY AUTHORITY

Note:- There are three Extraordinary issues to the Official Gazette, Series II No. 6 dated 09-05-2024 as follows:-

- (1) Extraordinary dated 10-05-2024 from pages 191 to 192 regarding Orders & Notifications from Goa State Election Commission.
- (2) Extraordinary (No. 2) dated 14-05-2024 from pages 193 to 194 regarding Notification from Department of Panchayati Raj and Community Development.
- (3) Extraordinary (No. 3) dated 15-05-2024 from pages 195 to 196 regarding Notification from Department of Panchayati Raj and Community Development.

GOVERNMENT OF GOA

Department of Co-operation

Office of the Asstt. Registrar of Co-operative Societies

El-Capitan Centre Co-operative Maintenance Society Ltd.

Near Court Complex, Feira-Alto, Mapusa, Bardez-Goa

Reg. Code Symbol No. GEN-5/NZ/Goa dated 16-03-2007

Final List of Members of the El-Capitan Centre Co-op. Maintenance Society Ltd.

Sr. No.	Full name of member	Full postal address	Class of member	Whether membership is Individual/Firm/ Company/Body Corporate/Public Trust/Joint Member/Co.op Scty.	Remarks
1	2	3	4	5	6
1.	Dr. Luildo Marcos de Noronha & Mrs. Marcia Maria N. De Noronha	Flat 1, 2nd Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Joint Membership	2F1/O12
2.	Mrs. Digambar M. Chodankar	Flat 2, 2nd Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	2F2
3.	Mr. Vikram Shantaram Kavlekar	Flat 3, 2nd Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	2F3
4.	Ms. Shirley V. Pereira e D'Souza	Flat 4, 2nd Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	2F4/3F6
5.	Mrs. Archana Anand Chanekar	Flat 5, 2nd Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	2F5
6.	Mr. Francisco Pedro D'souza & Mrs. Leonita Margarida D'souza	Flat 6, 2nd Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Joint Membership	2F6

1	2	3	4	5	6
7.	Mrs. Cherion Francisca Pais & Mr. Collin Joseph Savio Pais	Flat 1, 3rd Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Joint Membership	3F1
8.	Ms. Fareen Faruk Mohammed	Flat 2, 3rd Floor, El Capitan Centre, Feira Alta, Mapusa Goa 403507	General	Individual	3F2
9.	Mr. Nazareth Louis Coelho & Ms. Leolin Coelho	Flat 3, 3rd Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Joint Membership	3F3/LG9
10.	Mr. David D'souza, Mr. Dominic D'souza, Mr. Donald D'souza	Flat 4, 3rd Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Joint Membership	3F4
11.	Mrs. Shobha Suresh Mhambrey	Flat 5, 3rd Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	3F5/UG2
12.	Ms. Shahista Y. Memon & Mr. Yusuf Memon	Flat 1, 4th Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Joint Membership	4F1
13.	Dr. Shilpa Mhambrey	Flat 2, 4th Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	4F2
14.	Mr. Sameer Gaikwad	Flat 3, 4th Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	4F3
15.	Mrs. Shweta Dhamendar Hirve	Flat 4, 4th Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	4F4
16.	Mrs. Seema R. Verlekar	Flat 5, 4th Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	4F5
17.	Ms. Violet Filomena D'souza alias Violet Lobo	Flat 6, 4th Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Joint Membership	4F6
18.	Mrs. Varsha M. Narvekar	Flat 1, 5th Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	5F1
19.	Mrs. Ratnamanjiri R. Sawant	Flat 2, 5th Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	5F2
20.	Mr. Siddhart Narayan Tilve & Mrs. Harshada S. Tilve	Shop 1, Lower Ground Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Joint Membership	LG1
21.	Ramesh M. Patel	Shop 2, Lower Ground Floor, El Capitan Centre, Feira Alta, Mapusa, Goa, 403507	General	Individual	LG2
22.	M/s Al-lite Traders, by Its Partner, Mr. Mangesh Radhakrishna Shirodkar	Shop 3, Lower Ground Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Firm	LG3/4
23.	M/s. Silimkhan Optics (now of Mr. Shamuim T. Silimkhan)	Shop 5, Lower Ground Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	LG5
24.	Mr. Parshuram Dattaram Arolkar	Shop 6, Lower Ground Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	LG6
25.	Dr. Soid Amanulla	Shop 7, Lower Ground Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	LG7
26.	Mr. Dhanesh Walavalkar	Shop 8, Lower Ground Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	LG8
27.	Adv. Lloyd Lopes Lobo	Office No. 1, 1st Floor, El Capitan Centre, Feira Alta, Mapusa Goa 403507	General	Individual	O1

1	2	3	4	5	6
28.	Dr. Shyamprasad Kharangate & Dr. (Mrs.) Neeta Kharangate	Office No. 2, 1st Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Joint Membership	O2/UG 7/8
29.	Mrs. Priyanka K. Bhandodkar	Office No. 3, 1st Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	O3
30.	Mr. Ramesh Laxman Gawande	Office No. 4, 1st Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	O4
31.	Mr. Amey Singapurkar	Office No. 5, 1st Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	O5
32.	Ms. Pramila Shripad Daptardar	Office No. 6, 1st Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	O6
33.	Mr. Sadanand M. Shet Tanavade	Office No. 7, 1st Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	O7/15
34.	Mrs. Ella Atai	Office No. 8, 1st Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	O8-9/UG1
35.	Mr. Ratnapal Shiva Salkar & Mrs. Lata Ratnapal Salkar	Office No. 10, 1st Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Joint Membership	O10
36.	Adv. Vinayak S. N. Alornekar	Office No. 11, 1st Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	O11
37.	Dr. (Mrs.) Varsha S. Kamat	Office No. 13, 1st Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	O13
38.	Mr. Venkatesh Purushottom Prabhu	Office No. 14, 1st Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	O14
39.	Adv. Amey Arjun Phadte	Office No. 16, 1st Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	O16
40.	Adv. Arjun Krishna Phadte	Office No. 17, 1st Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	O17
41.	Mrs. Shilpa Ramesh Verlekar	Office No. 18, 1st Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	O18
42.	Mrs. Blanche Fernandes & Mr. Kenneth Fernandes	Shop 3, Upper Ground Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Joint Membership	UG 3/4/6
43.	Mr. Ricardo Carlos Ribeiro	Shop 5, Upper Ground Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	UG5
44.	Mr. Mathew Kurian	Shop 9, Upper Ground Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	UG9
45.	Mrs. Meenakshi V. Prabhu Mahambre & Mr. Vinay P. Mahambre	Shop 10, Upper Ground Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Joint Membership	UG10
46.	Adv. Surendra Narulkar	Shop 11, Upper Ground Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	UG11
47.	Adv. Satish J. Rao	Shop 12, Upper Ground Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	UG12/13
48.	Mr. Sayed Hussain	Shop 15, Upper Ground Floor, El Capitan Centre, Feira Alta, Mapusa, Goa 403507	General	Individual	UG14-18

Ratnapal Salkar, Chairman.

Mapusa, 18th January, 2024.

Department of Fisheries
Directorate of Fisheries

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Order

No. 2-1-81-FSH

In exercise of the powers conferred by sub-sections (1) and (2) of Section 4 of the Goa Marine Fishing Regulation Act, 1980 (Act No. 3 of 1981), the Government of Goa, having regard to the need to conserve fish, hereby prohibits fishing by fishing vessels fitted with mechanical means of propulsion and by means of trawl-net and purse-seine net, except fishing by registered motorized canoes using gill nets only, and fitted with outboard or inboard motors, of upto 10 HP capacity, as a means of propulsion, along the sea coast of the State of Goa and the territorial waters of the State of Goa, with effect from 1st June, 2024 till 31st July, 2024 (both days inclusive).

By order and in the name of the Governor of Goa.

Dr. *Shamila Monteiro*, Director and ex officio/Joint Secretary (Fisheries).

Panaji, 8th May, 2024.

◆◆◆
Department of Labour

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Order

No. 28/38/2024-LAB/290

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Gomantak Private Limited, Gomantak Bhavan, St. Inez, Panaji, Goa and it's workman, Shri Vithal Sukhadkar, represented by the Goa Union of Journalists, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

- (1) Whether the action of the management of M/s. Gomantak Private Limited, Gomantak Bhavan, St. Inez, Panaji, Goa, in refusing salary and arrears to Shri Vithal Sukhadkar, Reporter/

/Journalist, as per recommendation of Majithia Wage Board, is legal and justified?

- (2) If not, what relief the workman is entitled to?.

By order and in the name of the Governor of Goa.

Asha Harmalkar, Under Secretary (Labour).

Porvorim, 8th May, 2024.

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Order

No. 28/41/2024-LAB/291

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Indoco Remedies Limited, Plant-II, L-32, 33, 34, Verna Industrial Estate, Verna, Goa and it's workman, Shri Sainath Patil, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under sub-section (1) of Section 7 of the said Act.

SCHEDULE

- (1) Whether the action of the management of M/s. Indoco Remedies Limited, Plant-II, L-32, 33, 34, Verna Industrial Estate, Verna, Goa, in dismissing, Shri Sainath Patil, with effect from 03-06-2022, is legal and justified?
- (2) If not, to what relief the workman is entitled?.

By order and in the name of the Governor of Goa.

Asha Harmalkar, Under Secretary (Labour).

Porvorim, 8th May, 2024.

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Order

No. 28/40/2024-LAB/292

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Watson Pharma Private Limited, Plot No. A3 to A6, Phase I-A, Verna Industrial Estate, Verna, Goa and it's workman, Shri Rahul Rajendra Parab, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under sub-section (1) of Section 7 of the said Act.

SCHEDULE

(1) Whether the action of the management of M/s. Watson Pharma Private Limited, Plot No. A3 to A6, Phase I-A, Verna Industrial Estate, Verna, Goa, in dismissing, Shri Rahul Rajendra Parab, with effect from 10-06-2023, is legal and justified?

(2) If not, to what relief the workman is entitled?.

By order and in the name of the Governor of Goa.

Asha Harmalkar, Under Secretary (Labour).

Porvorim, 8th May, 2024.

Order

No. 28/39/2024-LAB/293

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Himgiri Casting Private Limited, Kundaim Industrial Estate, Kundaim, Goa and it's workmen, represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

(1) Whether the action of the management of M/s. Himgiri Casting Private Limited, Kundaim Industrial Estate, Kundaim, Goa in refusing employment to following sixteen workmen, with effect from 16-11-2023, is legal and justified?

Sr. No.	Name of workmen	Date of joining	Department	Designation
1	2	3	4	5
1.	Bishwakarma Singh	22-10-2020	Disa	Lock out Operator.
2.	Chotu	01-07-2020	Melting	Helper.
3.	Kirum Kongari	01-10-2020	M/C shop	Machine Operator.
4.	Shambhu Nath	13-02-2021	Melting	Helper.
5.	Indrasen	13-07-2017	Melting	Helper.
6.	Sunita Orain	20-10-2020	Cementing	Helper.
7.	Ramajor Sriburary Rajbhar	01-04-2019	Casting Checking	Quality Inspector.
8.	Sabnus Barla	01-10-2022	Coal Shop	Machine Operator.
9.	Subhash Ram	01-07-2017	Casting Checking	Quality Inspector.
10.	Debasis Ashwin Pramanik	01-03-2018	M/C shop	Machine Operator.
11.	Akhileshwar Maurya	08-10-2021	Maintenance	Fitter.
12.	Gulshan	01-07-2020	Melting	Helper.
13.	Chintamani	01-10-2022	M/C shop	Machine Operator.
14.	Sangita Bhengra	20-10-2020	Cementing	Helper.
15.	Baldev	16-11-2018	Melting	Operator.
16.	Ravindar Maurya	01-01-2016	M/C shop	Drilling Operator.

(2) If answer to issue No. (1) above is negative, then what relief the workmen are entitled to?

By order and in the name of the Governor of Goa.

Asha Harmalkar, Under Secretary (Labour).

Porvorim, 8th May, 2024.

Notification

No. 28/02/2023-LAB/533

The following Award passed by the Labour Court-II, at Panaji-Goa on 12-07-2023 in Case No. Ref. LC-II/IT/85/07 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vivek Naik, Under Secretary (Labour).

Porvorim, 1st August, 2023.

IN THE LABOUR COURT-II

GOVERNMENT OF GOA

AT PANAJI

**(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)**

Case No. Ref. LC-II/IT/85/07

The General Secretary,
All Goa General Employees Union,
2nd floor, Mukund Building,
P.O. Box 90, Vasco-da-Gama,
Goa.Workmen/Party-I

V/s

1. The Managing Director,
M/s. Goa Construction Housing
and Finance Corporation Limited. ...Employer/Party II(1)

2. Goa Housing Board,
Porvorim, GoaEmployer/Party II(2)
Workmen/Party I represented by Adv. Shri J. Naik.

Employer/Party II represented by Adv. C. Carvalho

Panaji, dated: 12-07-2023

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 02-11-2006, bearing No. 28/36/2006-LAB/864 referred the following dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa.

“(1) Whether the action of the Management of M/s. Goa Construction and Housing and Finance Federation Limited, Panaji, in retrenching the following fourteen Union with effect from the dates mentioned against their respective names, is legal and justified?”

Sr. No.	Name	Date of termination
1	2	3
1.	Miss Nutan Govekar	09-10-2002
2.	Mr. Alirio Mendonca	11-10-2002
3.	Shri Rama Vishwanath	09-10-2002
4.	Shri Sadanand N. Shirodkar	09-10-2002
5.	Mrs. Sunita R. Kalangutkar	09-10-2002
6.	Shri Kanta Dattaram	09-10-2002
7.	Mr. Vinod Gurudas Borkar	09-10-2002
8.	Mr. Godfry Machado	09-10-2002
9.	Shri Roque Carlos Pereira	09-10-2002
10.	Mr. Dinesh Chanrakant	09-10-2002
11.	Shri Yeshwant V. Madkaikar	09-10-2002
12.	Shri Ajit Salgaonkar	09-10-2002
13.	Shri Deepak P. Varti	01-03-2004

(2) If not,

(a) What relief the workpersons are entitled to?

(b) Whether any relief can be granted against M/s Goa Housing Board, Porvorim-Goa, to which assets and liabilities of M/s Goa Construction Housing and Finance Corporation Ltd. have been transferred?

2. On receipt of the reference, a case was registered under Ref. No. IT/85/2007 and registered A/D notice was issued to the parties. In pursuance to the said notice, the Parties put in their appearance. The Workmen/Party-I filed their Statment of Claim on 30-05-2008 at Exb. 12, through All Goa General Employees Union (for short, “the said Union”). The facts of the case, in brief as pleaded by the Union are that all 14 workers involved in the present industrial dispute are members of and represented by the All Goa General Employees Union which is a duly registered Trade Union under the law. The Union stated that they were the employees of the Employer (1) in its office establishment as per their respective dates of employment. The Union stated that 10 of Workmen were purportedly terminated w.e.f. 09-10-2002 on the alleged ground of intended winding up of the Employer(1). However there was no such winding up in fact. The Union stated that two workers were subsequently terminated on 11-10-2002 and 3 workers were terminated on 01-03-2004. The Union stated that the bare perusal of the dates of termination itself shows that there was no winding up in fact. The Union stated that the Government of Goa which is the sole share holder of the entire share capital of the employer (1) only purported to transfer all the assets and liabilities of the employer (1) to the Employer (2) which is also a statutory company belonging to the Government of Goa. The

Union stated that all the 14 workers were therefore entitled to be continued in employment on the rolls of the Transferee company i.e. Goa Housing Board i.e. Employer (2), if at all there was such a transfer in actual fact. The Union stated that the business activities of the Employer (1) were never closed. The Union stated that there was no prior notice of closure. The Union stated that no information of intended closure was given by the Employer (1) to the authorities under the I.D. Act, 1947, nor was any permission sought. The Union stated that in fact the workers were subsequently given a written assurance that their services would be continued. The Union stated that this fact by itself proves that the Employer (1) is conscious of the illegality and unjustifiability of its actions. The Union stated that instead of continuing their services, they were allegedly retrenched/terminated. The Union stated that the alleged retrenchment compensation was, in fact, paid by the Employer (2). The Union stated that this itself shows that the workers were actually entitled to be continued on the roll of Employer (2). The Union stated that this all the more glaring because the entire assets and liabilities of the Employer (1), (including all the on going projects of the Employer (1) were purportedly transferred to the Employer (2). The Union stated that the Govt. of Goa had in fact also taken a separate decision to continue the workers in employment, albeit in other Corporations/autonomous bodies. The Union stated that even after all the alleged retrenchment of the workers on the alleged ground of winding up of the Employer (1), the business activities of the Employer (1) still continued in full force. The Union stated that after the purported transfer all the assets and liabilities of the Employer (1) to the Employer (2) all the schemes and projects of Employer (1) have been continued by the Employer (2). The Union stated that the Employer (2) has also employed new workers on its roll in permanent, temporary and casual jobs. The Union stated that however, the Employer (2) has not re-employed the workers concerned in this dispute, despite the policy decision the Government in that respect. The Union submitted that this is illegal and contrary to their right to re-employment. The Union stated that the failure/refusal of the Employer (2) to re-employ them on the rolls of the Employer (2) is wilful and deliberate. The Union stated that the Employer (1) and the Employer (2) both were in possession of seniority list of the workers concerned in this dispute and were duty bound to transfer the services of all the said workers from the rolls of the Employer (1) to the rolls of the Employer (2) at the time of the purported transfer of the establishment. The Union stated that notwithstanding the

purported retrenchment of the workers concerned in this dispute, they were also entitled to be re-employed on the rolls of the Employer (2). The Union stated that they are entitled for a direction from this Hon'ble Tribunal directing the Employer (2) to re-employ all the workers concerned in this dispute. The Union therefore prayed that the workers are all entitled for being reinstated in service either with Employer (1) or with its transferee Company viz. Employer (2) with full back wages, continuity in service and other consequential benefits.

3. The Employer (1) resisted the claim of the Union by filing its written statement on 30-05-2008 at Exb. 15. The Employer (1), as and by way of its reply, submitted that the present proceedings are not maintainable as the Union who are agitating before this Hon'ble Tribunal have been duly retrenched after obtaining approval of Government on payment of one month salary and that they have not protested while relieving them and accepted the retrenchment.

4. The Employer (1) stated it was a Government Corporation. The Employer (1) stated that it was suffering heavy losses and therefore has been wound up by the Government and its assets and liabilities of payments were transferred to the Employer (2). The Employer (1) stated that the liabilities towards any employee of its Corporation has not been taken over by the Employer (2) and hence the Union cannot make any claim against the Employer (2) and Employer (1) Corporation which does not exist. The Employer (1) stated that it was established under the Companies Act, 1956 on 30-09-1993 by the Govt. of Goa with the main objective to undertake housing, improvement, building Schemes and other allied activities. The Employer (1) stated that its Board of Directors were appointed by the Government from time to time. The Employer (1) stated that after its establishment, it started incurring continuous losses since, 1995-96. The Employer (1) stated that it was not able to utilize its assets and fell short in achieving its objectives for which it was created. The Employer (1) stated that the funds allotted to them for construction of low income houses by the planning commission were utilized for some other purpose like construction of HIG flats and no initiatives were taken by its officials and its directors to sell the flat or utilize the land in their possession to develop and sell. The Employer (1) stated that there was constant refrain to lack of funds because of not putting the fixed assets to proper use. The Employer (1) stated that the Comptroller and Auditor General of India then recommended the closure of the

Corporation. The Employer (1) stated that due to the above reasons, the Govt. of Goa also therefore took a decision to wind up the Employer (1) Corporation and transfer the housing Schemes undertaken by them to Employer (2) along with the Assets and the Liabilities. The Employer(1) stated that the Government further decided to retrench the existing staff of the Corporation by passing the retrenchment benefits under the provisions of section 25 P of the Industrial Disputes Act, 1947 i.e. by giving one month notice wage in lieu of notice and payment of 45 days compensation (basic+DA) for every years of continuous service. The Employer (1) stated that in addition to retrenchment compensation, the employees got the other benefits as per their admissibility. The Employer (1) stated that on 01-03-2004 by deed of transfer, all the assets and liabilities of the Employer (1) Corporation were transferred to the Employer (2) without any liability of the employees. The Employer (1) stated that in deed of transfer executed between themselves and the Employer (2) clearly stated that the Employer (2) shall not be liable for any liabilities towards any claim of any retrenched employees to absorb in Employer (2). The Employer (1) stated that thus the retrenched staff has no right to claim absorption in Employer (2). The Employer (1) stated that the it has been duly wound up as per the decision of the Government. The Employer (1) stated that the termination is done as per the law and the Union are paid one month salary and retrenchment benefits and therefore the Union are not entitled to raise any dispute. The Employer (1) stated that though Employer (2) is a statutory boby and it has its own strength of employees and rules and regulations. The employer (1) stated that there are no vacancy in Employer (2) and the union cannot claim any right to employ them in Employer (2). The Employer (1) stated that the retrenchment compensation was paid by them when it was existing. The Employer (1) stated that the land belonging to them was not all all developed and activities were not carried out. The Employer therefore prayed that the reference be rejected.

4. The Employer (2) also resisted the claim of the Union by filing its reply dated 30-03-2011 at Exb. 35. The Employer (2) as and by way of its reply, submitted that the present proceedings are not maintainable as the Workmen who are agitating before this Hon'ble Tribunal have been duly retrenched on payment of one month's salary after having obtained the approval of the Govt. The Employer (2) submitted that the workmen have not protested whilst being relieved but have accepted their retrenchment, hence the present proceedings

cannot entertain. The Employer (2) submitted that the Employer (1) was a Govt. owned Corporation which was suffering heavy losses and has therefore been wound up by the Govt. and its assets and liabilities of payments have been trasferred to them. The Employer (2) submitted that the liabilities towards any employees of the Employer (1) have not been taken over by them and hence the Workmen cannot make any claims either against them or against the Employer (1) which no longer in existence. The Employer (2) therefore submitted that the reference is liable to be rejected.

5. The Employer (2) stated that the Employer (1) was established under the Companies Act, 1956 on 30-09-1993 by the Govt. of Goa with the main objective of undertaking housing improvement, building schemes and other allied activities. The Employer (2) stated that the Board of Directors of the Employer (1) was appointed by the Govt. from time to time. The Employer (1) stated that after the Employer (1) was established, it began incurring losses continuously since 1995-96. The Employer (2) stated that the Employer (1) was not able to utilize its assets and fell short in achieving its objectives for which purpose it had created. The Employer (2) stated that the funds allotted to the Employer (1) for construction of low income group houses by the planning Commission were utilized for some other purposes like construction of high income group flats and no initiatives were taken by the officials of the Employer (1) and/or the Board of Directors of the Employer (1) to sell the flats or utilize the land in their possession to develop and sell the same. The Employer (2) stated that there was constant refrain to lack of funds on account of the fixed assets not being put to proper use. The Employer (2) stated that the Comptroller and Auditor General of India then recommended the closure of the Employer (1). The Employer (2) stated that due to above reasons, the Govt. of Goa also therefore took a decision to wind up the Employer (1) Corporation and transfer the housing Scheme undertaken by the Employer (1) Corporation to them along with the assets and liabilities. The Employer (2) stated that the Govt. further decided to retrench the existing staff of the Employer (1) Corporation by paying them the retrenchment benefits under the provisions of Section 25 P of the I. D. Act, 1947, i.e. by paying one month's wages in lieu of notice and payment of 45 days compensation (Basic+DA) for every year of continuous service. The Employer (2) stated that in addition to the retrenchment compensation, the employees also received the other benefits as per their admissibility. The Employer (2) stated that on 01-03-2004, by deed of

transfer, all the assets and liabilities of the Employer (1) Corporation were transferred to them without any liability to the employees. The Employer (2) stated that in the deed of transfer executed between the Employer (1) and themselves it has been clearly stated that the Employer (1) Corporation shall not be liable for any liabilities towards any claim of any retrenched employee to be absorbed in themselves. The Employer (2) stated that thus the retrenched Employees have no right to claim absorption in themselves. The Employer (2) stated that once the retrenchment has been undertaken by the Govt. of Goa, the retrenched Workmen are not entitled to reinstatement. The Employer (2) submitted that as per the decision of the Govt. The Employer (2) submitted that the termination has been done as per the law and the Workmen have been paid one month's salary as well as retrenchment benefits. The Employer (2) submitted that the workmen are therefore are not entitled to raise any dispute now. The employer (2) submitted that the Employer (2) is a statutory body and has own strength of employees as well as its own rules and regulations. The Employer (2) submitted that there are no vacancies in their board and the workmen cannot claim any right to be employed in the Employer(2) therefore prayed that the reference be liable to be rejected.

6. Thereafter, the union filed their Rejoinder to the Written Statement of the Employer (1) on 11-08-2008 at Exb. 2.1. The Union, as and by way of its Rejoinder, submitted that the Written Statement dated 30-05-2008 is illegal and unauthorized being filed by person/organisation which is not a Party to the dispute and hence the said written statement may kindly be struck off the record and the matter be proceeded ex-parte against the Employer (1). The Union denied the overall case as pleaded in the Written statement of the Employer (1). The Union submitted that the alleged deed of transfer dt. 01-03-2004 or its alleged contents are not admitted.

7. The Union also filed their Rejoinder on 05-05-2011 at Exb. 36, to the Written Statement of the Employer (2). The Union, as and by way of its Rejoinder, submitted that maintains, reiterates, repeats and confirms all the averments made in their Statement of Claim anything contrary thereto or in consistant therewith which may be contained in the written Statement. The Union stated that any such alleged agreement or understanding between the Employer (1) Corporation and the Employer (2) is contrary to law, illegal, unjustified and in any case not binding on the Workmen or on the Union.

8. Based on the pleading filed by the parties hereinabove, this Hon'ble Court was pleased to frame the following issues:

- 1) Whether the Party-I/Workmen proves that the action of the Party-II/Employer in retrenching

the 14 Union in the order of reference illegal and unjustified?

- 2) Whether the Party-I/Workmen proves that the Employer is an existing legal entity?
- 3) Whether the Party-II proves that the present order of reference is not maintainable as alleged in para 1 of their reply?
- 3A) Whether Employer (2) proves that Employer (1) has been wound up and the agreement of transfer executed states that there is no liability on Employer (2) to accommodate any of the employees of Employer (1)?
- 4) Whether the Party-I is entitled to any relief?
- 5) What Award?

9. My answers to the aforesaid issues are as under

- | | | |
|---------------------|---|--------------------|
| 1) Issues No.1 | : | In the Negative |
| 2) Issue No. 2 | : | In the Negative |
| 3) Issue No. 3 | : | In the Affirmative |
| 4) Issue No. 3A | : | In the Affirmative |
| 5) Issues No. 4 & 5 | : | As per final order |

Reasons

10. Issues No. 1 & 3

I am deciding the Issues No. 1 & 3 simultaneously as both the said issues are co-related to each other.

Both the Employer, in its reply filed in the present proceeding, submitted that as the Workmen have been duly retrenched after obtaining approval of Government on payment of one month salary. Burden was cast on the Party-I Union to prove the Issue No. 1.

11. The term "retrenchment" has been defined u/s 2 (OO) of the I.D. Act, 1947. Section 25(FFF) provides for compensation to the Workmen in case of closing down of undertaking and it reads as under:

Section 25FFF- Compensation to the Union in case of closing down of undetakings:-

(1) Where an undertaking is closed down for any reason whatsoever, every Workmen who has been in continuous service for not less than one year in that undertaking immediately before such closure shall, subject to the provisions of sub-section (2), be entitled to notice and compensation in accordance with the provisions of Section 25-F, as if the Workmen had been retrenched.

Provided that where the undertaking is closed down on account of unavoidable circumstances beyond the control of the Employer, the compensation to be paid to the Workmen under Clause (b) of Section 25F, shall not exceed his averag pay for three months.

12. Similarly Section 25F of the I.D. Act provides for condition precedent for a valid retrenchment of the Workmen and it reads as under

Section 25F- No Workmen employed in any industry who has been in continuous services for not less than one year under an Employer shall be retrenched by that Employer until

- (a) *The workmen, has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workmen has been paid in lieu of such notice, wages for the period of the notice.*
- (b) *The Workmen has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay (for every completed year of continuous service) or any part thereof in excess of six months and*
- (c) *Notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette).*

13. Thus, Section 25 F of the I. D. Act, is mandatory for the retrenchment of any of the Workmen. In the present matter the burden was put on the Union to prove that the retrenchment of all 14 Workmen named in the order of reference is illegal and unjustified. The Workmen/Union pleaded nor supported by any material evidence that they have not been paid the retrenchment compensation as well as one month notice or one month pay in lieu of notice. The Workmen/Union failed to state the reason for invalidity of their retrenchment. The evidence on record indicates that all the retrenchment Workmen were duly paid retrenchment benefits in terms of Section 25 F of the I.D. Act, 1947 by Employer (1). The evidence on record indicates that the financial books of the Corporation for the last 5 years have consistently shown losses and therefore the Govt. of Goa compelled to wind up the Corporation. It is therefore held that the Workmen failed to prove that action of the Employer (1) in retrenching its 14 Workmen named in the order of reference is illegal and unjustified. It is further held that the order of reference is not maintainable in view of the reasons stated in para 1 of the reply. The Issue No. 1 is answered in the negative and the issue No. 3 is answered in the affirmative.

14. Issue No. 2

The burden was put on the Workmen/Union to prove that the Employer is an existing legal entity. The Workmen/Union has however failed to prove that the Employer is an existing body. The evidence on record indicates that the Employer Corporation has been wound up pursuant to the order/decision of the Government of Goa as the Corporation was facing heavy losses. It is therefore held that the Workmen failed to prove that the Employer

Corporation is an existing legal entity. Issue No. 2 is therefore answered in the negative.

15. Issue No. 3 (A)

It is admitted that the order dated 06-04-2002 wherein the decision of winding up of the Employer/ Corporation was conveyed to its Managing Director. The sole witness of the Workmen, Shri Deepak Varty acknowledge and admits of being aware of the deed of transfer was executed with due approval of the Govt. of Goa. The said witness of the Workmen admitted that the Govt. has given permission for winding up of the Goa Construction Housing and Finance Corporation. In terms of clause 5 of deed of transfer, it is stated that the service of 14 employees have been retrenched by paying compensation and Employer (2) shall not be liable for any liability towards any claim of any employees to absorb this employees in Goa Housing Board. The sole witness of the Workmen admitted that the aforesaid Clause 5 of the deed of transfer has not been challenged and as such deed of transfer has attained finality. Hence it is held that the Employer (2) proved that the Employer (1) has been wound up and the agreement of transfer executed states that there is no liability on the Employer (2) to accommodate any of the employees of the Employer (1). The issue No. 3 is therefore answered in the affirmative.

16. Issue No. 4

While deciding the issue No. 1, I have discussed and held that the Workmen failed to prove that the action of the Employer in retrenching its 14 Workmen named in the order of reference is illegal and unjustified. The Workmen are not entitled to any relief. The issue No. 4 is therefore answered in the negative.

In view of above I pass the following order.

ORDER

1. It is held that the action of the management of M/s Goa Construction Housing and Finance Corporation Ltd., Panaji-Goa, in retrenching the fourteen Workmen represented by the Party-I Union with effect from the dates mentioned against their respective names, is legal and justified.
2. It is held that all the 14 Workpersons are not entitled to any relief.
3. It is further held that no relief can be granted against M/s Goa Housing Board, Porvorim-Goa to which assets and liabilities of M/s Goa Construction and Housing and Finance Corporation Ltd have been transferred.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Department of Personnel

—
Order

No. 5/12/2017-PER/1893

Shri Shreyas D'Silva, Under Secretary, GA-II, shall hold the charge of Under Secretary, GA-I in addition to his duties as per link arrangement order on retirement on superannuation of Smt. Shaila Bhosle, w.e.f. 01-05-2024 until further orders.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).

Porvorim, 9th May, 2024.

Notification

No. 5/1/2021-PER/1916

In pursuance to Rule 23 of the Goa Civil Service Rules, 2016, the Departmental Examination for the Junior Scale Officers of Goa Civil Service mentioned in the enclosed annexure is scheduled from 18-06-2024 to 23-06-2024 at GIPARD, Ella Farm, Old Goa as per the schedule mentioned below:-

Sr. No.	Description	Marks	Date	Time
1	2	3	4	5
1.	Paper-I—The Goan ethos, basic principles of Goa and general studies (without books)	100	18-06-2024 (Tuesday)	2.00 to 5.00 p.m.
2.	Paper-II—Legal Foundations of Government (with books)	100	19-06-2024 (Wednesday)	2.00 to 5.00 p.m.
3.	Paper-III—Legal Machinery of Government (with books)	100	20-06-2024 (Thursday)	2.00 to 5.00 p.m.
4.	Paper-IV—Financial Management in Government (with books)	100	21-06-2024 (Friday)	2.00 to 5.00 p.m.
5.	Paper-V—Administrative skills in Government (with books)	100	22-06-2024 (Saturday)	2.00 to 5.00 p.m.
6.	Paper-VI—Contemporary issues in Governance (without books)	50	23-06-2024 (Sunday)	2.00 to 4.00 p.m.

The candidates shall report to the examination center at GIPARD atleast 30 minutes before the commencement of the examination on each day, along with a valid ID proof in original/or the ID Card provided by GIPARD during the Departmental Training.

No mobile phones or any electronic gadgets will be allowed in the examination hall.

Each candidate has to write ONLY the Seat Number on his/her answer book/supplements (if any). No other details or inscription/symbols or any description which can reveal the identity of the candidate, shall be made on the answer book, etc. In such event, where the identity of the candidate is revealed, the answer book shall not be assessed and the candidate awarded NIL marks.

No material in the form of books, notes, electronic gadgets, etc. will be allowed in the examination hall for the examination which are conducted without books.

Books/reading material/class notes/powerpoint presentations will be allowed to be taken in the examination hall only for Paper II, Paper III, Paper IV and Paper V. In case candidates are carrying on themselves the relevant books/reading material/classnotes/powerpoint presentations in electronic form on laptops/tablets, then the candidate shall necessarily deposit the said laptop/tablet with the Controller of Examination at GIPARD, for the purpose of disabling all network connections etc.

The Officer shall be declared passed in the examination, if he/she secures a minimum of 45% of the total marks in each paper.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).

Porvorim, 10th May, 2024.

ANNEXURE

Sr. No.	Name of the Junior Scale Officer
1	2
1.	Sohan Ashok Uskaikar
2.	Gauresh Ashok Pilgaonkar
3.	Shubham Mohan Naik
4.	Ganesh Krishnakumar Barve
5.	Yogiraj Prakash Gosavi
6.	Ashwini Vidwal Bhagat
7.	Girish Gopal Sawant
8.	Sitaram Gurudas Sawal
9.	Manohar Lavu Karekar
10.	Shreyas Dsilva
11.	Medora Eromilla D'Costa
12.	Mriselda Velika Monteiro
13.	Velton Peter Tellis
14.	Prajeet Ramdas Chodankar
15.	Vinayak Suresh Chari
16.	Diksha Namdev Tari
17.	Suyash Vinayak Sinai Khandeparkar
18.	Vrushika Premanand Kauthankar
19.	Himanshu Rajesh Patnekar
20.	Deepti Dharma Gaonkar
21.	Ishwar Madan Madkaikar
22.	Omkar Amar Asolkar
23.	Naresh Gaude
24.	Pankaj Rane
25.	Belwadi Samiullah Nishat
26.	Mrunal Sidharth Marathe
27.	Vipul Raghoba Naik Gaonkar
28.	Sanjana Dipak Bandekar
29.	Nadia Ashraf Ali Shekoli
30.	Safal Krishna Shetye
31.	Sanket Sandip Sakhardande
32.	Manthan Manoj Naik
33.	Sairaj Dattaram Phadte

1	2
34.	Amit Nagesh Sawant
35.	Ratnakant Dinraj Goveker
36.	Agnelo Levlino Dsouza
37.	Manthan Manish Naik
38.	Kaushik Dattaguru Amonkar
39.	Pandurang Digambar Gad
40.	Nehal Gajanan Talaunekar
41.	Pratik Pandurang Porob
42.	Bhimnath Purushottam Khorjuvekar
43.	Jayesh Brahmanand Mayenkar
44.	Ganraj Mahadev Morajkar
45.	Lyndon Provanlee Cardoso

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Department of Public Works
Office of the Principal Chief Engineer

Order

No. 14-17/PCE/PWD/EO/2024-25/31

Ref.: 1) Order No. 14-17-2012/PCE-PWD-EO/04 dated 18-04-2012.

2) Order No. 14-17/PCE/PWD/EO/2021-22/244 dated 10-02-2022.

In pursuance of sub-section (1) & (2) of Section 5 of the Right to Information Act, 2005 (hereafter called the "said Act"), the following Officers are designated as State Public Information Officer and Assistant State Public Information Officer for the below mentioned Offices of Public Works Department, for carrying out the functions prescribed under the said Act in partial modification to this Department's order referred above.

Sr. No.	Name of Office	Officer designated as SPIO	Officer designated as ASPIO
1.	Office of Chief Engineer-I	Assistant Surveyor of Works, O/o Chief Engineer-I	Junior Engineer, O/o Chief Engineer-I.
2.	Office of Chief Engineer-II	Assistant Surveyor of Works, O/o Chief Engineer-II	Junior Engineer, O/o Chief Engineer-II.
3.	Office of Chief Engineer (NH, R&B)	Assistant Surveyor of Works, O/o Chief Engineer (NH, R&B)	Junior Engineer, O/o Chief Engineer (NH, R&B).

By order and in the name of the Governor of Goa.

Uttam Parsekar, Principal Chief Engineer (PWD) & ex officio Addl. Secretary.

Panaji, 2nd May, 2024.

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